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# **CONTRACT**

between

**CHURCHVILLE-CHILI CENTRAL  
SCHOOL DISTRICT**

**and**

**CHURCHVILLE-CHILI  
PROFESSIONAL ASSOCIATION**

July 1, 2011 through June 30, 2015

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## **AGREEMENT**

Agreement made this \_\_\_\_\_ day of June, 2013 between the Churchville-Chili Central School District, by the Superintendent of Schools, hereinafter referred to as the District and the Churchville-Chili Professional Association, by its President, hereinafter referred to as the Association.

# 1. RECOGNITION

A. Pursuant to the Public Employees Fair Employment Law of 1967, as amended, the Churchville-Chili Central School District recognizes the Churchville-Chili Professional Association as the exclusive representative of employees in the following job titles who work twenty (20) or more hours per week on a regular basis.

<b>CLASSIFIED: COMPETITIVE</b>	
<b>Civil Service Title</b>	<b>District/Local Title</b>
Account Clerk Typist	Account Clerk Typist
Certified Occupational Therapist Assistant	Certified Occupational Therapist Assistant
Clerk Typist	Clerk Typist
	Receptionist
Clerk II w/Typing	Assistant Superintendent's Secretary
	Building Principal Secretary
	Guidance Secretary
	Registrar
	Director Secretaries
Clerk III w/Typing	Assistant Principal Secretary
	Receptionist
	Director Secretaries
	Building Principal Secretary
	Guidance Secretary
Computer Support Assistant	Computer Support Assistant
Physical Therapist Assistant	Physical Therapist Assistant
Senior Purchasing Clerk	Senior Purchasing Clerk
Payroll Clerk	Payroll Clerk
Senior Library Clerk	Senior Library Clerk
<b>CLASSIFIED: LABOR</b>	
School Aide	Attendance Clerk
	Greeter
	Hall Monitor
	Nurse's Assistant/Health Aide
<b>CLASSIFIED: NON-COMPETITIVE</b>	
Teacher Aide	Teacher Aide
Senior Teacher Aide	Senior Teacher Aide
<b>UNCLASSIFIED</b>	
Teaching Assistant	Teaching Assistant
	Career Center Assistant

B. Excluded from the unit are all confidential employees and substitute employees.

C. A full-time employee is one who works thirty-two and one-half (32.5) or more hours per week on a regular basis. A part-time employee is one who works at least twenty (20) hours but less than thirty-two and one-half (32.5) hours per week on a regular basis.

1     **2.     DUES DEDUCTION**

2  
3     The district agrees to deduct monies from the salary of unit members who have authorized the  
4     payment of dues and to transmit such monies thus deducted promptly to the Association.

5  
6     Authorization for such deductions shall be in writing on a form provided by the Association,  
7     signed by the individual and placed on file. This authorization shall be considered a permanent  
8     authorization for the deduction of Association dues for the duration of the individual's  
9     employment in the District subject to New York State Agency Shop Fee Legislation. The  
10    authorization shall provide for the fluctuation of the total amount to be deducted in subsequent  
11    years because of dues increases or decreases. The Association shall submit a list of members for  
12    whom dues shall be deducted and authorization cards for those who do not have cards on file.  
13    The Association shall also certify the amount of dues to be deducted for each current fiscal year  
14    unless the individual notifies the District and the Association in writing that they no longer wish  
15    dues to be deducted subject to New York State Agency Shop Fee Legislation. The authorization  
16    shall provide for the fluctuation of the total amount to be deducted in subsequent years because  
17    of dues increases or decreases.

18  
19    Deductions will commence with the first paycheck of the academic year and shall continue in  
20    equal installments coinciding with the remaining pay periods in the fiscal year.

21  
22    Employees new to the District and those employees currently employed in the District who sign  
23    dues deduction authorization cards after the beginning of the school year shall have said dues  
24    deducted from their salaries in equal installments coinciding with the remaining pay periods in  
25    the fiscal year commencing with a pay period which falls within twenty- one (21) calendar days  
26    from the date of the signed authorization.

27  
28    The Association will indemnify and hold the district harmless for any and all claims associated  
29    with implementing this section.

30  
31  
32    **3.     SICK LEAVE**

33  
34         The Association recognizes that sick leave and other leaves are to be used for valid  
35         purposes.

36  
37         A.    Entitlement

38

Years Employed	Hire Date	Work Year	Sick Day Entitlement
0 – 3		10, 11 and 12-month	10 per year
4 or more	Pre 7-1-1996	10, 11 and 12-month	20 per year
	On or after 7-1-1996	10-month	15 per year
		11-month and 12-month (247)	17 per year
		12-month (260+)	20 per year

39  
40             1.    Unit members shall have their sick days prorated in accordance with their  
41             beginning date of hire as follows:

1 (a) 10-month and 11-month unit members will receive one (1) day per month  
2 calculated from beginning date of hire.

3 (b) 12-month unit members will receive one (1) day per month calculated from  
4 beginning date of hire, not to exceed ten (10) days in that year.

5 (c) Example 1 - hired in July, August or September - individual receives ten (10)  
6 days.

7 Example 2 - hired in December, individual receives seven (7) days.

8 Example 3 - hired in May, individual receives two (2) days.  
9

10 2.(a) Part-time unit members who work 20 hours or more per week, but less than 32½  
11 hours per week, and work at least four hours per day, five days per week, will receive sick  
12 days in accordance with the scale above.

13 (b) Part-time unit members who work 20 hours or more per week, but less than 32½  
14 hours per week, but do not work at least four hours per day, five days per week, will  
15 receive five (5) sick days per year.  
16

17 3. If any unit member does not use the full amount of sick leave allowed in any  
18 school year, the amount not used shall be accumulated from year to year and used, if  
19 needed, up to a total of not more than two hundred (200) days.  
20

21  
22 B. Usage.

23 1. Sick leave is to be used for personal sickness or physical disability.  
24

25 2. Sick days may be used in no less than one-half (1/2) day units.  
26

27 3. It is further understood by and between the parties that it is the prerogative of  
28 the School District to request a physical examination of the unit member at  
29 the School District's expense or a note from the unit member's doctor at any  
30 time during the period of absence due to sickness or injury.  
31

32 4. Up to three (3) days could be used for family illness, subject to documentation  
33 upon district request.  
34

35 C. Days used but not earned will be repaid to the district in the unit member's final  
36 paycheck upon retirement or resignation.  
37  
38

39 **4. VACATIONS**  
40

41 A. Entitlement  
42

43 1. Only twelve-month unit employees are entitled to annual paid vacation.  
44

45 2. The vacation year begins on July 1 and ends on June 30.  
46  
47  
48



3. The vacation schedule is as follows:

Work Year: <u>260+days</u>		Work Year: <u>247 days</u> (hired prior to 7-1-90)		Work Year: <u>247 days</u> (hired on or after 7-1-90)	
Service Completed Prior to July 1		Service Completed Prior to July 1		Service Completed Prior to July 1	
	<u>Days</u>		<u>Days</u>		<u>Days</u>
6 months	5	3 months	2	3 months	2
1	10	6 months	5	6 months	5
3	13	9 months	7	9 months	7
5	15	1	10	1	10
6	16	5	15	5	15
7	17	10	16		
8	18	11	17		
9	19	12	18		
10	20	13	19		
11	21	14	20		
12	22	17	21		
13	23	20	23		
14	24	25	25		
15	25				

A. Usage

1. All vacation time must be approved by the immediate supervisor.
2. Vacation days may be used in no less than one-half (1/2)-day units.
3. No more than five (5) vacation days may be carried into the next year.
4. Ordinarily, earned vacation shall be taken during the summer, school recesses, or at a time when the unit member's absence does not impose a hardship on their supervisor. However, every effort will be made to grant vacation as requested. The unit member will provide the immediate supervisor with a vacation request form indicating when they desire to take vacation. Such request forms should be submitted two (2) weeks prior to the proposed vacation date except for extenuating circumstances. Ordinarily vacation will not be taken in the last two (2) weeks prior to the opening of school.

**5. PERSONAL LEAVE**

- A. Each 10, 11 and 12-month unit member is allowed up to five (5) days of personal leave with full pay during each school year upon approval of the unit member's immediate supervisor. The unit member shall submit a written form for such leave to his/her immediate supervisor at least two (2) work days in advance whenever possible or, as soon as possible. Personal leave days may be used in units of one hour as arranged by mutual agreement with the unit member's immediate supervisor. The request shall include the reason for the leave. One day each school year may be used without stating the reason for the leave.

1 B. Personal leave is to be used for personal obligations of the unit member which,  
2 for reasons outside the control of the unit member, cannot be accomplished outside of the normal  
3 work day. These days may not be used as vacation/recreation.

4 Generally, legitimate requests for personal leave will fall into one of the following  
5 categories:

- 6 1. Legal or Business Transaction - Court appearance, consultation with  
7 lawyer, adoption proceedings, closing of real estate transfer, etc.
- 8 2. Family - Graduation or other honors involving individuals' immediate  
9 family, illness of family member requiring personal attention of unit  
10 member when no one else is available, personal problem, marriage, etc.
- 11 3. Funeral - For a person not covered by bereavement leave.
- 12 4. Emergencies - Such as failure of furnace, pump, car accident, etc.  
13 requiring personal attention of unit member when no one else is available.
- 14 5. Medical - Doctor's appointment which cannot be scheduled at any other  
15 time.

16 C. At the end of the year, any unused personal leave days shall be treated as unused  
17 sick days in accordance with Article 3, A, 3.

## 18 19 **6. BEREAVEMENT**

20  
21 All unit members will be granted up to four (4) days for each death in the immediate family.  
22 Immediate family is defined as: spouse, child, parent, son- or daughter-in-law, parent- in-law,  
23 grandparent, sibling, sibling- in-law, grandchild, domestic partner or someone with whom a close  
24 personal relationship exists.

## 25 26 **7. EMERGENCY PROCEDURES -**

27  
28 A. In the event that the scheduled work day is altered due to inclement weather, for  
29 up to five (5) days per school year, members shall adhere to the following procedures:

- 30 1. School closed for the full day, unit members not required to report for duty..
- 31 2. Delayed opening, unit members shall report ten (10) minutes prior to student  
32 arrival.
- 33 3. Early dismissal,
  - 34 a. Building unit members shall be permitted to leave ten (10) minutes after  
35 the students in their building are dismissed without loss of pay.
  - 36 b. Unit members who work in the Central Office shall be permitted to leave  
37 ten (10) minutes after the last building is dismissed.
  - 38 c. The bus garage secretary shall remain for thirty (30) minutes after the last  
39 building is closed. Twenty (20) of the additional thirty (30) minutes for the  
40 bus garage secretary will be paid at time and one-half.

1 d. The District will deny all requests by unit members to leave earlier than the  
2 times specified in 3a, 3b and 3c above, except when an employee is facing  
3 extenuating circumstances which his/her immediate supervisor determines  
4 dictate that the employee leave at an earlier time. All prior approved requests  
5 shall be honored.  
6

7 B. In the event the workday is altered due to non-inclement weather related reasons  
8 all unit members will report to work. The superintendent may determine a building(s),  
9 facility(ies) or the entire district should be closed. In that instance if a unit member is called into  
10 work, the unit member will receive regular pay for the day plus overtime on the hours worked.  
11

12 C. In the event the number of days school is closed exceeds five (5) days for reasons  
13 listed above, unit members will be saved from loss of pay. However, in the event any days in  
14 excess of the five (5) are made up as part of the school year, no compensation shall be paid for  
15 the make-up days.  
16

## 17 **8. HOLIDAYS**

18

19 All twelve-month employees shall be entitled to twelve (12) paid holidays per year. In  
20 the event an additional holiday is scheduled during the school calendar, said employees shall also  
21 be entitled to that additional holiday with pay. All 10-month employees shall be entitled to  
22 eleven (11) paid holidays per year and in the event an additional holiday over and above the  
23 eleven (11) holidays falls within the school calendar, said 10-month employees shall be entitled  
24 to the additional holiday with pay. Holidays will be observed on the date designated in the  
25 school calendar.

26 The recognized holidays are:

- 27 • July 4<sup>th</sup> (11 and 12-month employees only)
  - 28 • Labor Day
  - 29 • Columbus Day
  - 30 • Veterans Day
  - 31 • Thanksgiving Day
  - 32 • Friday after Thanksgiving
  - 33 • Christmas Day
  - 34 • New Years Day
  - 35 • Martin Luther King Jr. Day
  - 36 • Presidents Day
  - 37 • Good Friday
  - 38 • Memorial Day
- 39  
40

1     **9.     LUNCH**

2  
3         All unit members shall be entitled to a thirty minute duty free lunch period.  
4

5     **10.    OVERTIME**

6  
7         A.     All overtime must be pre-approved, in writing, by the employee's supervisor.  
8

9         B.     A unit member who works more than forty (40) hours in a work week is entitled  
10            to overtime compensation for all hours worked in excess of forty (40) hours. In  
11            the rare case that the overtime work falls within a week with a paid holiday, the  
12            hours paid for the holiday will count as hours worked.  
13

14         C.     When an employee is entitled to overtime compensation, one of the following will  
15            occur:  
16

17                1. The employee will be paid at the rate of one and one-half (1½ ) times the  
18            employee's regular hourly rate of compensation. If the employee has worked at more than one  
19            rate of pay during the work week in question, the employee will be paid overtime at the rate in  
20            effect during the work hours which caused the employee to be entitled to overtime  
21            compensation.  
22

23                2. The employee and the employee's supervisor may agree that instead of the  
24            payment to be made pursuant to (1) above, the employee shall be provided with compensatory  
25            time off ("comp time") at the rate of one and one-half (1½) times the number of overtime hours  
26            for which comp time is to be provided. An employee may not accumulate more than twenty-four  
27            (24) hours of comp time. All comp time shall be used on days mutually agreed upon by the  
28            employee and the employee's supervisor, but shall not be used during the two weeks preceding  
29            the opening day of school. When the employee and the supervisor have agreed on the provision  
30            of comp time instead of overtime pay, that fact will be appropriately reflected on the employee's  
31            timesheet. If an employee has not used comp time within three months from the date that it was  
32            earned, the employee will be compensated in accordance with (1) above.  
33  
34

35     **11.    JOB OPENINGS**

36  
37         All Professional Association unit positions that become open for any reason shall be  
38         posted by the District for a period of ten (10) work days prior to any action taken by the District  
39         to fill the open position or positions.

40         Any unit member who makes application for the posted position shall be granted an  
41         interview by the Assistant Superintendent for Human Resources charged with the responsibility  
42         of recommending appointments on the posted position to the Board of Education (presuming the  
43         unit member meets all Civil Service requirements for the position). A person who has been  
44         voluntarily transferred shall not be eligible to apply to return to the vacated position for a period  
45         of one year.

46         If two or more unit members apply for the same open position and possess equal  
47         qualifications, the more senior unit member shall be granted the position. This shall not restrict

1 the District from hiring an outside applicant believed better qualified for an open position than  
2 unit member applicants.  
3  
4

## 5 **12. COMMUNICATIONS AND USE OF FACILITIES**

6

7 The Association shall have the following rights:  
8 Subject to established District policies and regulations to use the following School District  
9 facilities and equipment:

- 10 1. Buildings and facilities for the purpose of Association meetings.
- 11 2. Typewriters, computers, duplicating equipment for Association business.
- 12 3. Main office bulletin boards, mailboxes, and school delivery services for Association  
13 communications.
- 14 4. The public address systems in the schools for purposes of announcing the dates, times  
15 and location of Association meetings.

16 It is agreed between the parties that the use of the public address system, the  
17 building and facilities and the use of the typewriters, duplicating equipment, etc. will be  
18 coordinated with the Building Principal. The Association shall designate a  
19 representative in each building to coordinate the operation of such usage with the  
20 building principals.

21 The President of the Association shall receive an electronic copy of the official  
22 minutes of the Board of Education meetings once prepared.

23 The President of the Association shall receive a copy of the agenda for all public  
24 Board of Education meetings as soon as it is prepared for normal distribution.  
25  
26

## 27 **13. FAIR DISMISSAL PROCEDURES**

28

29 The dismissal procedures for competitive class and non competitive class position  
30 employees shall be those contained in Article 75 and 76 of the Civil Service Law.  
31

32 The dismissal of a probationary or tenured teaching assistant is governed by the  
33 Education Law.  
34

## 35 **14. POLICY BOOKS**

36

37 Board of Education Policy books will be provided for on the web.

## 38 **15. CHILD CARE/REARING LEAVE**

39

40 1. A unit member who has completed one or more year(s) of service shall be granted  
41 child care/rearing leave for up to one year. Child care/rearing leave shall be granted for a child  
42 who is newly a resident in the employee's own home, whether through birth or adoption, and  
43 who remains a resident in the home during the period of the leave.  
44

45 2. The request for child care/rearing leave shall include the date when the unit  
46 member expects the child care/rearing leave to begin. In the case of a birth, that date shall be the  
47 day that the mother is medically cleared to return to work by her physician or, in the case of a

1 father, the first day that the child is a resident in the home. In the case of an adoption, the  
2 beginning date of the leave shall be the first day that the child is a resident in the home. The  
3 request shall also contain the ending date of the requested leave.  
4

5 3. A unit member shall confirm to the Superintendent in writing at least thirty (30)  
6 days in advance of his/her intention to resume his/her duties. Upon his/her return to work, the  
7 unit member shall be assigned to the same position he/she held at the commencement of the  
8 leave; or if that position is no longer in existence, to a substantially equivalent position.  
9

10 4. During the leave, the employee shall receive no compensation or benefits (except  
11 as may be required by the Family and Medical Leave Act). However, all accumulated benefits  
12 and salary, other than a salary increase, shall be retained and continue as a benefit to the unit  
13 member upon his/her return to work.  
14

15 5. Unit members adopting a child shall be allowed up to five (5) days for such  
16 adoption proceedings. These days shall be deducted from the unit member's sick leave time.  
17  
18

## 19 **16. LEAVE OF ABSENCE**

20

21 A. All members of the unit may be granted up to one year's leave of absence without  
22 pay upon written notification of thirty (30) days to the Superintendent. Such notification must  
23 state the reason for the leave. Approval of said leave will be at the sole and exclusive discretion  
24 of the Superintendent or the Board of Education.  
25

26 B. Employees will not be granted leaves for other gainful employment opportunities.  
27 Accordingly, an employee on an unpaid leave may not work for any employer other than one for  
28 which he/she was working, in addition to his/her employment with the District, immediately  
29 prior to the commencement of the leave, or another job no part of which is worked during hours  
30 of his/her position with the exception of a unit member taking a leave of absence to attend school  
31 may be employed while attending school, and in that case the union member must indicate on the  
32 application he/she is also working while attending school. In exceptional circumstances where  
33 the leave is not to attend school, (e.g., an employee who needs to move to another area to care  
34 for a sick relative) an employee may work for another employer after first having submitted a  
35 request for permission to the Board of Education. Approval of that request will be at the sole  
36 and exclusive discretion of the Board of Education.  
37

38 C. During the leave, the employee shall receive no compensation or benefits (except  
39 as may be required by the Family and Medical Leave Act). However, all accumulated benefits  
40 and salary, other than a salary increase, shall be retained and continue as a benefit to the unit  
41 member upon his/her return to work.  
42

43 D. Upon his/her return to work, the unit member shall be assigned to the same  
44 position he/she held at the commencement of the leave; or if that position is no longer in  
45 existence, to a substantially equivalent position.  
46

47 E. The unit member will provide in writing, notice of their intent to return to work at  
48 least thirty (30) days prior to their expected return date.

1  
2 **17. REST PERIODS**  
3

4 Each full-time unit member shall be entitled to two (2) fifteen minute breaks per day.  
5 Each part-time unit member will receive one fifteen minute break per day. The employee and  
6 immediate supervisor shall mutually agree on a convenient time during the day for these breaks.  
7

8 **18. COMPENSATION AND BENEFITS**

9 **A. Salary**

10 **7/1/11 – 6/30/12, 2.0 (retroactive)**

11 **7/1/12 – 6/30/13, 2.25 + \$.15**

12 **7/1/13 – 6/30/14, 2.25 + \$.15**

13 **7/1/14 – 6/30/15, 2.25 + \$.10**  
14

15 **B. Longevity**

16 Full-time Employees

17 1. The District recognizes and appreciates the years of dedicated service by  
18 its employees. In recognition of such, longevity stipend payments will be paid to each  
19 qualifying employee as per the following schedule on an annual basis. The District will  
20 make every attempt to make this payment no later than the second (2<sup>nd</sup>) pay period in  
21 September.

22 Upon completing 10-14 years of service \$205

23 Upon completing 15-19 years of service \$410

24 Upon completing 20-24 years of service \$615

25 Upon completing 25+ years of service \$820

26 For those unit members who retire effective June 30<sup>th</sup> and would be eligible for a  
27 longevity payment, said payment shall be paid in September.

28 Part-time Employees

29 1. The District also recognizes and appreciates the years of dedicated service  
30 by its part-time employees. Each part-time employee who works less than 32.5 hours per  
31 week, but more than 18 hours per week shall be entitled to a longevity stipend. The  
32 District will make every attempt to make this payment no later than the second (2<sup>nd</sup>) pay  
33 period in September.

34 2. The longevity stipend payments will be paid to each qualifying part-  
35 time employee as per the following schedule:

36 Upon completing 10-14 years of service \$103

37 Upon completing 15-19 years of service \$205

38 Upon completing 20-21 years of service \$308

39 Upon completing 25+ years of service \$410

40 For those unit members who retire effective June 30 and would be eligible for a  
41 longevity payment, said payment shall be paid in September.

42 **C. Health Benefits Coverage**

43 1. The District shall offer employees the choice of the Rochester Area School  
44 Health Plan (RASHP - Blue Million Plan), or the RASHP II plans (Blue Point 2 Value  
45 Plan, Blue Point 2 Select Plan or Blue Point 2 Extended Plan). Instead of any of these

1 plans, the District may offer a substantially comparable form of coverage, which it will  
2 designate after consultation with the Association.

3 2. For full-time employees: The District will pay the dollar equivalent of ninety  
4 percent (90%) of the monthly premium cost, for the RASHP II – Blue Point 2 Value Plan  
5 (or substantially comparable replacement plan), Employees will pay by payroll deduction  
6 any monthly premium expense in excess of the District’s contribution.

7 All new hires as of JULY 1, 2013 the District will pay 85% of the monthly premium cost,  
8 for the RASHP II – Blue Point 2 Value Plan (or substantially comparable replacement  
9 plan)

10 3. Part-time employees may obtain group health benefits coverage through the  
11 District if the employee pays the full premium.

12 4. Any employee in the unit who has a health benefits plan with benefits  
13 substantially comparable to or better than the District’s plan through another employer  
14 will enroll in the other plan and shall not be eligible for benefits through the District. In  
15 the event enrollment in such other plan is terminated or benefits are changed so they are  
16 not substantially comparable to or better than the District’s plan, the employee shall have  
17 the option to return to District coverage.

#### 18 D. RETIREE HEALTH BENEFITS

20 1. The District will institute payment for retirees who have worked thirty-two  
21 and one-half (32½) hours or more on a permanent basis, as follows:

22	25 Years of Service	----	70% Paid
23	20 Years of Service	----	60% Paid
24	15 Years of Service	----	50% Paid

25 (Full-time employees working in the District on a continuous part-time  
26 basis immediately prior to becoming a full-time employee shall have that  
27 part-time work credited towards their service for the purposes of this  
28 benefit. Such part-time service shall be credited based on the prorated  
29 amount of time worked.)

30 2. The District’s contribution rates will be in effect and continue for 5 years  
31 beyond the date the employee first becomes eligible for Medicare  
32 coverage. If or when the retiree’s coverage by the District is in effect  
33 while the retiree or a covered spouse is eligible for Medicare coverage, the  
34 retiree and/or spouse shall be required to participate in that coverage and  
35 the District’s contribution to monthly premiums shall be the same  
36 percentage on the supplemental or gap coverage premium only.

37 E. **Dental Plan.** In accordance with the regulations of the carrier, full-time  
38 employees will be eligible for coverage in the District Dental Plan (BS/BC Dental--Option 1  
39 “Smile Saver”). The District will pay 85% of the monthly premium and the employee will pay



1 15% of the monthly premium by payroll deduction. Part-time employees may obtain dental  
2 coverage through the District if the employee pays the full amount of the premium.

3 F. **Flexible Spending Plan**. All unit members will be entitled to participate in the  
4 District's flexible spending plan. The annual minimal contribution for those participating for  
5 unreimbursed medical expenses will be \$200, with a maximum of \$2,500. The maximum  
6 contribution toward dependent care will be the maximum amount allowed under IRS regulations.  
7 (Currently \$5,000 is the maximum amount for joint filing and \$2,500 for single filing.)

8 G. **Workers' Compensation**. All unit members of the School District are covered  
9 by the provisions of New York State Workers' Compensation against loss because of injury  
10 while performing their duties.

## 11 12 **19. REDUCTION IN FORCE/LAY-OFF**

13  
14 A. A reduction in force in a competitive position will be governed by the applicable  
15 provisions of the Civil Service Law. In addition to the rights that a competitive class employee  
16 has under the Civil Service Law, if a unit member holding a permanent, competitive appointment  
17 is laid off and placed on a preferred eligibility list, he/she may bump the least senior person  
18 holding a non-competitive or labor class position within the bargaining unit, providing he/she has  
19 the necessary qualifications for the position and more seniority than the person holding the  
20 position. Acceptance of such a position will not affect that individual's placement on the  
21 preferred eligibility list for recall to his/her competitive position.

22  
23 B. A reduction in force in a full-time non-competitive or labor class position will be  
24 made on the basis of seniority in the affected position. An employee who is laid off from a full-  
25 time non-competitive or labor class position will have recall rights to a vacancy in that position  
26 for a period of six months from the date of the lay-off. Laid off employees will be recalled in  
27 reverse order of layoff. If an employee is laid off from a full-time non-competitive or labor class  
28 position, he/she may bump the least senior person holding another non-competitive or labor class  
29 position within the bargaining unit, providing he/she has the necessary qualifications for the  
30 position and more seniority than the person holding the position. Acceptance of such a position  
31 will not affect that individual's entitlement to be recalled to the position from which he/she was  
32 laid off.

33  
34 As used in Sections A and B of this Article 19, the seniority for each full-time  
35 employee shall be established by the amount of their full-time service in their position. Only in  
36 the case of a seniority determination to establish the right of one employee to bump another, as  
37 set forth in A and B above, seniority shall mean the employees' full-time service in the  
38 bargaining unit.

39 By October 15 of each school year, the District shall provide to the CCPA a seniority list  
40 of all current employees within the bargaining unit. The list shall be checked for accuracy and  
41 any errors shall be brought to the attention of the District for correction.

42  
43 D. A reduction in force in the position of teaching assistant will be governed by the  
44 applicable provisions of the Education Law.

1 **20. WORK HOURS/YEAR**

2  
3 **A. Work Hours**

4 Normal starting and ending hours will be between 7:00 a.m. and 5:00 p.m.  
5 Immediate supervisors will determine each unit member's daily working hours.  
6 All changes in working hours are subject to the approval of the Assistant  
7 Superintendent for Human Resources. On an emergency basis, a unit member  
8 may be requested by their immediate supervisor to work additional hours at their  
9 regular hourly rate. Overtime regulations still apply. Compensatory time may be  
10 granted if mutually agreed to.

11  
12  
13 **B. Summer Hours**

14 Summer work hours may apply to 12-month unit members and begin on the first  
15 work day of July and end on the last work day of August. All summer building  
16 personnel shall be required to work at least six (6) hours per day and business  
17 office personnel shall be required to work at least six and one quarter (6 ¼) hours  
18 per day. Hours for each unit member will be established by the immediate  
19 supervisor, prior to June 1 of each year.

20  
21 **C. Work Year**

22 1. The work year will be defined as per the chart below:

23  
24 10 month - Academic School Calendar (Including Conf. Days)  
25 11 month - Same as 10 month plus 20 additional days  
26 12 month - 260+ days or 247 days

27  
28 2. The work year for 11-month unit members shall be the official  
29 academic school calendar plus 20 additional days of work when school is  
30 not in session (i.e. summer or one of the holiday recesses) established by  
31 the immediate supervisor in consultation with the unit member. These  
32 days may occur any day when school is not in session.

33  
34 **D. Change of Work Year**

35  
36 The district will give the affected unit member and the Association sixty (60) days  
37 notice of a change in the designation of a position as 10-month, 11-month or 12-  
38 month, unless the change is made with the agreement of the unit member and the  
39 Association. The District understands that the impact of such a change, if any, is  
40 negotiable.

41  
42 A 10-month or an 11-month unit member transferring to a 12-month position shall  
43 have his/her years of employment pro-rated for purposes of vacation and other  
44 benefits using total number of months as the basis (e.g., 4 years of 10-month  
45 service = 40 months; divided by 12 = 3 years and 4 months of 12-month  
46 employment). A unit member who changes from a work year with vacation to a  
47 work year without vacation, and who at the time of the change has accumulated  
48 unused vacation days, shall be paid for those days at the unit member's pay rate

(pro-rated by when the job is taken) in effect on the first day of work under the new schedule.

A unit member who on June 30, 2003 had a work year other than 10-month, 11-month or 12-month, as defined in this agreement, may retain that work year for as long as the unit member wishes, provided the unit member does not voluntarily change either his/her position in the District or his/her civil service classification. (A voluntary change in position or classification is any change that is not required by the District for the unit member to remain in his/her position). Such a unit member may later change to the new work year for his/her position or, with the consent of the Assistant Superintendent for Human Resources, may change to a work year with a number of days in between the unit member's work year as of June 30, 2003 and the work year for the position as set forth. Once such a unit member changes to a new schedule, the unit member may not move back to the old schedule.

#### **E. Additional Unit Work**

1. Filled by Unit Member currently holding position - If additional work in a 10-month or an 11-month unit position is needed during the summer or a holiday recess, the unit member holding that position will be offered the work first. If the unit member accepts the work, he/she shall be paid at his/her regular hourly rate.

Exception – In the case a substitute is needed for vacation coverage of a 12- month unit member, the current 10 or 11 month office personnel unit member in the affected building will be offered the option to fill the vacancy first and compensation will be at their regular rate of pay.

2. Filled by unit member not holding position - The district will use a list of 10-month unit members who prior to June 1 gave the district written notice of their interest in working during that summer and/or holiday recesses of the upcoming school year. The district will pay a flat rate of \$9.50 per hour for extra work.

## **21. GRIEVANCE PROCEDURE**

### Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the Association is essential to the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of a member of the unit.

### Definitions

The term Grievance as used in this Agreement shall mean any alleged violation of the application of terms of provisions of the Agreement. It is specifically agreed that the grievance

1 and arbitration procedure shall not apply to the evaluation of employee performance. Association  
2 shall mean Churchville-Chili Professional Association.

3  
4 Aggrieved Party shall mean any person or group or persons in the negotiating unit filing a  
5 grievance. Party in Interest shall mean the Grievance Committee of the Association and any  
6 party named in a grievance who is not the aggrieved party.

7  
8 Grievance Committee is the committee created and constituted by the Churchville-Chili  
9 Professional Association. Hearing Officer shall mean any individual or Board charged with the  
10 duty of rendering decisions at any stage of grievances hereunder.

## 11 12 **GENERAL PROCEDURES**

13  
14 All grievances shall include the name and position of the aggrieved party, the identity of the  
15 provision law-applicable to this agreement, policies, etc., involved in the said grievances, the  
16 time when and the place where the alleged events or conditions constituting the grievance  
17 existed, the identity of the party responsible for causing the said events or conditions, if known to  
18 the aggrieved party, and a general statement of the nature of the grievance and the redress sought  
19 by the aggrieved party.

20  
21 Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of  
22 the grievance procedure, setting forth findings of fact, conclusions and supporting reasons  
23 therefore. Each decision shall be promptly transmitted to the member of the unit and the  
24 Association.

25  
26 If a grievance affects a significant number of unit members or more than one building and to be  
27 associated with system-wide policies, it may be submitted by the Association directly at Stage 2  
28 described below.

29  
30 The preparation and processing of grievance, insofar as practicable, shall be conducted during  
31 the hours of 8 AM and 5 PM on regularly scheduled work days. All parties will avoid  
32 interruptions of services in support of school activities.

33  
34 The Board of Education and the Association agree reasonably to facilitate any investigation  
35 which may be required and to make available to the aggrieved party all pertinent information not  
36 privileged under law in its possession or control and which is relevant to the issues raised by the  
37 grievance.

38 Except as otherwise provided in Stage 1, an aggrieved party and any party in interest shall have  
39 the right at all steps of a grievance to confront and cross examine all witnesses called against  
40 him, testify and to call witnesses on his own behalf, and to be furnished with a copy of any  
41 minutes of the proceedings made at each and every stage of his grievance procedure.

42  
43 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the  
44 Board or by any member of the administration against the aggrieved party, and party in interest,  
45 any representative, any member of the grievance committee, or any other participant in the  
46 grievance procedure or any other person by reason of such grievance or participation therein.

47  
48 Forms for filing and processing grievances and other documents necessary under the grievance  
49 procedure shall be jointly prepared by the Board and Association. The Superintendent shall

1 provide for the printing of appropriate forms. All documents, communications and records  
2 dealing with the processing of a grievance shall be kept in a confidential file separate from the  
3 personnel file of the participants.  
4

5 Nothing contained herein will be construed as limiting the right of any unit member having a  
6 grievance to discuss the matter informally with his supervisor and having the grievance  
7 informally adjusted without intervention of the Association, provided the adjustment is not  
8 inconsistent with the terms of this Agreement.  
9

10 Any party may request that an official stenographic record be kept of any hearing pertaining to  
11 the filing of an alleged grievance. The party requesting such stenographic service shall pay the  
12 costs thereof.  
13

## 14 **TIME LIMITS**

15

16 Since it is important to good relationships that grievances be processed as rapidly as possible,  
17 every effort will be made by all parties to expedite the process. The time limits specified for  
18 either party may be extended only by mutual agreement.  
19

20 Unless a written grievance is forwarded at the first available stage within fifteen (15) working  
21 days after the unit member knew or should have known of the act or condition on which the  
22 grievance is based, no written grievance will be entertained and such grievance will be deemed  
23 waived.  
24

25 If a decision at one stage is not appealed to the next stage of the procedure within the time limit  
26 specified, the grievance will be deemed to be discontinued and further appeal under this  
27 Agreement shall be barred.  
28

29 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party,  
30 his representatives and the Association within the specified time limit shall permit the lodging of  
31 an appeal at the next stage of the procedure within the time which would have been allotted had  
32 the decision been communicated by the final day.  
33

## 34 **GRIEVANCE AND REVIEW**

35

### 36 **Stage 1 - Immediate Supervisor**

37

- 38 a. A member of the negotiating unit having a grievance will discuss it with his  
39 immediate supervisor, either directly or with a representative, with the objective of  
40 resolving the matter informally. The supervisor shall send an informal  
41 memorandum in writing to the member referencing the fact they met informally and  
42 the grievance remains unresolved.
- 43 b. If after five (5) working days of receipt of the informal memorandum mentioned in  
44 (a) above, the grievance is not resolved informally, it shall be reduced to writing  
45 and be presented to the immediate supervisor. Within seven (7) working days after  
46 the written grievance is presented to him, the immediate supervisor shall, without  
47 any further consultation with the aggrieved party or any party in interest, render a

1 decision thereon, in writing, and present it to the member of the unit, his or her  
2 representative and the Association.  
3

#### 4 **Stage 2 - Superintendent**

- 5 a. If the party initiating the grievance is not satisfied with the written decision at the  
6 conclusion of Stage 1 and wishes to proceed further under this grievance procedure,  
7 the party shall within five (5) working days, present the grievance to the  
8 Association's Grievance Committee for its consideration.
- 9 b. If the Grievance Committee determines that the aggrieved party has a meritorious  
10 grievance, then it will file a written appeal of the decision on Stage 1 with the  
11 Superintendent within fifteen (15) working days after the aggrieved party has  
12 received such written decision. Copies of the written decision at Stage 1 shall be  
13 submitted with the appeal.
- 14 c. Within ten (10) working days after receipt of the appeal, the Superintendent or  
15 his/her duly authorized representative, shall hold a hearing with the aggrieved party  
16 and the Grievance Committee or its representative and all other parties in interest.
- 17 d. The Superintendent shall render a decision in writing to the aggrieved party, the  
18 Grievance Committee, or its representative within fifteen (15) working days after  
19 the conclusion of the hearing.  
20

#### 21 **Stage 3 - Arbitration**

- 22 a. If the aggrieved party and the Association are not satisfied with the decision at  
23 Stage 2, and the Association determines that the grievance is meritorious and that  
24 appealing it is in the best interests of the school system, it may submit the grievance  
25 to arbitration by notice to the Superintendent within fifteen (15) working days of the  
26 decision at Stage 2.
- 27 b. Within ten (10) working days after such written notice of submission to arbitration,  
28 the Superintendent and the Association will notify the American Arbitration  
29 Association or Cornell to arrange for a mutually agreeable date for a hearing. Said  
30 parties will agree upon a mutually acceptable arbitrator and will obtain a  
31 commitment from said arbitrator to serve. The parties will then be bound by the  
32 rules and procedures of the American Arbitration Association in the selection of an  
33 arbitrator.
- 34 c. The selected arbitrator will hear the matter promptly and will issue as soon as  
35 possible from the date of the closing of the hearing, or if oral hearings have been  
36 waived, then from the date the final statements and proofs are submitted to him.  
37 The arbitrator's decision will be in writing and will set forth his findings of fact,  
38 reasoning and conclusions on the issues.
- 39 d. The arbitrator shall have no power or authority to make any decision which requires  
40 the commission of an act prohibited by law or which is violative of the terms of the  
41 Agreement.
- 42 e. The decision of the arbitrator shall be final and binding upon all parties.  
43  
44

45 For the duration of this Agreement, members of the unit will not engage in, conduct, encourage,  
46 or assist in any strike or concerted interruption in employee commitments. Nor will the employer  
47 lock out any of the members of the unit or cause to be responsible for the same.  
48

**22. STARTING WAGE \* Increase in compliance with minimum wage.**

CIVIL SERVICE TITLE	HOURLY RANGE
Account Clerk Typist	\$10.59-\$11.59
Clerk Typist	\$8.64-\$9.64
Clerk II w/typing	\$10.00-\$11.00
Clerk III w/typing	\$9.37-\$10.37
Purchasing Clerk	\$11.59-\$12.59
School Aide	\$7.72-\$8.72
Sr. Purchasing Clerk	\$12.60-\$13.60
Sr. Library Clerk	\$9.37-\$10.37
Sr. Teaching Aide	\$8.00-\$9.00
Teaching Assistant	\$9.50-\$10.50
Computer Support Assistant	\$9.00-\$10.00
COTA/PTA	*\$24,960-\$27,270

\*annual salary

Anyone within the unit who is making less than the new person hired within the Civil Service job title will be brought up to that rate and notified by letter.

**23. EXTRACURRICULAR ACTIVITIES**

Extracurricular activities created by unit members shall become unit work of the Association upon activity approval by the Board of Education.

Unit members must follow the District process as outlined below:

► Unit member must make their request to school principal in writing.

► The principal in consultation with the unit member determines the need for the program/activity and forwards written request to office of Human Resources.

► A stipend will be negotiated by the Assistant Superintendent for Business Services and the CCPA President (prior to the start up of the activity) and will be included in a Memorandum of Agreement until such time as the next contract is agreed to.

► Unit member's performance will be evaluated annually by his/her principal. Unit members who satisfactorily perform the appointed activity will be re-appointed annually and there is no need to post the position.

Should an activity advisor position become vacant, the activity will be re-evaluated by the principal before posting. If posted and no unit members are interested in filling the position, the position may be offered to a non-unit member at the same stipend. When a non-unit member holds an extracurricular activity advisor position, the position must be posted every year and a unit member may bump the non-unit member at the time of the new posting.

1 All monies of District-approved activities must be handled through the District's extracurricular  
2 activities account maintained by the Business Office, following state laws and requirements.

3  
4 The stipend for air guitar and data champion will be as follows:

5 Air Guitar	\$ 900.00
6 Data Champion	\$3,500.00

7  
8  
9 **24. PROFESSIONAL STANDARDS PROGRAM (PSP)**  
10

11 A. Full-time 10, 11, and 12 month unit members may participate in the Professional  
12 Standards Program of the National Association of Educational Office Professionals (NAEOP).

13 Eligibility for participation in the Program is subject to conditions established by the  
14 National Association of Educational Office Professionals. The Association and the employees  
15 within the negotiating unit, agree to hold the District harmless from any and all liability or  
16 responsibility which may arise or result from denial of participation or inequitable treatment  
17 during participation.

18 B. If the course content or Program is essentially changed or modified in the future,  
19 the District reserves the right to review its continued participation with the Professional  
20 Standards Program and possibly discontinue participation.

21 C. There shall be no release time, paid or unpaid, for participation in the Program  
22 Coursework. Neither will the District be responsible for any payment for materials, books,  
23 registration or other items in connection with the Program.

24 D. A stipend for successful completion of a NEW approved certificate program(s)  
25 shall require the unit member to provide to the Assistant Superintendent for Human Resources  
26 satisfactory written documentation of the respective certificate program(s). Payment will be  
27 issued to the unit member within 30 days of submission of proper documentation according to  
28 the stipend level as detailed in section F.

29 E. A unit member who continues active membership with the National Association  
30 of Educational Office Professional's (NAEOP) will be annually compensated in one lump sum at  
31 the certificate level of attainment set forth below. A copy of active membership NAEOP card  
32 must be provided to the Assistant Superintendent for Human Resources by the deadline date of  
33 June 15 each and every year that the unit member remains employed by the school district to  
34 continually receive compensation.

35 F. A unit member will not receive compensation for more than 1 (one) Certificate  
36 Level per school year.

<u>Certificate Level</u>	<u>Annual Stipend Payment</u>
Basic	\$125
Associate Professional	\$150



1	Associate Degree*	\$200
2	Advanced I	\$225
3	Advanced II	\$250
4	Advanced III	\$275
5	Bachelors Degree*	\$350
6	Masters Degree*	\$400
7	C.E.O.E. (One time payment)	\$100

8 The payments set forth above shall be made at the end of the year completed and shall be  
9 made in the last paycheck in June of each year.

10 \*Only refers to PSP Certifications, not baccalaureate degrees.

## 11 25. RETIREMENT BENEFIT

12 Cafeteria Plan: Unit member must pick ONE of the following options below:

13  
14 **Option 1. Sick Leave Conversion at Retirement** Upon written proof to the District that a  
15 unit member is receiving the normal pension benefit from the New York State Employee  
16 Retirement System or New York State Teacher Retirement System (Teaching Assistants), the  
17 District shall remit payment for the unused sick leave to the qualified member as follows:  
18  
19

<u>Years of service at CCCSD</u>	<u>Value per Day</u>
20 25 or more years	\$45.00
21 20 years, but less than 25 years	\$40.00

22 The unit member must have served as a Churchville-Chili Central School District employee  
23 for at least fifteen (15) years. The maximum number of sick days for which a member shall  
24 be compensated will be the maximum accrual allowed during active service as provided in  
25 this contract (200 days). A member using 41J credit may cash in remainder of sick days up  
26 to 200 for this option only.  
27

### 28 **Option 2. Retirement Benefit at Time of Retirement**

29 With 15 or more years of service, the District shall provide any retiring employee a \$7,000  
30 retirement benefit at the time of her/his retirement.  
31

32 To qualify for the benefit options above, the member must give irrevocable written notice of  
33 resignation for the purpose of retirement by March 1<sup>st</sup> for retirements effective between June  
34 30 to August 31 of that year and by September 30 for retirements effective January 1 of the  
35 following year.  
36

37 The benefit of 41J shall apply to eligible members belonging to the New York State  
38 Employees' Retirement System (NYSERS). Teaching Assistants belong to the New York  
39  
40  
41

1 State Teachers' Retirement System (NYSTRS) and therefore are not eligible for the 41J  
2 benefit.  
3 Effective July 1, 2013 the payment of Option 1 or 2 benefits will be made in the form of a  
4 Non-Elective Employer Contribution under Internal Revenue Service Code Section 403(b)  
5 and deposited into the 403(b) account selected by the employer. No unit member who takes  
6 the retirement benefit provided for in this Agreement may receive cash in lieu of or as an  
7 alternative to the non- elective employer contribution described herein.  
8

## 9 **26. JURY DUTY**

10  
11 When a member of the unit is on jury duty, the employee shall be paid their daily salary for each  
12 day on jury duty. The employee will not be required to turn jury duty pay over to the District.  
13

## 14 **27. SALARY NOTICE**

15  
16 All members of the bargaining unit will receive their Salary Notice on or before June 15<sup>th</sup> of each  
17 year. The Salary Notice shall contain:

18 Position Appointment Date:

19 Civil Service Title:

20 Unit:

21 Effective Dates:

22 Contract Months:

23 Paid Days

24 Per hour amount: if bargaining is not complete by June 15, the District will place  
25 a note on the Salary Notice "Subject to changes resulting from negotiations."  
26

## 27 **28. PERSONNEL FILE**

28  
29 A unit member shall be allowed to review and copy all items contained in their personnel file  
30 maintained by the District, except for pre-employment recommendations or other material  
31 prohibited by law. No material of a derogatory nature or critical of a unit member shall be placed  
32 in the personnel file maintained by the District without the knowledge of the unit member.  
33

34 The unit member may append a written response or rebuttal within thirty (30) calendar days of  
35 any material placed in their personnel file.  
36

37 The District's personnel file will contain all records pertaining to the unit member's employment  
38 with the District, excluding payroll records, attendance records, benefit records. Unit member's  
39 signature on all documents is required to acknowledge receipt.  
40

## 41 42 **29. EVALUATION OF MEMBERS OF THE PROFESSIONAL ASSOCIATION**

43  
44 A. Each member of the Professional Association will be evaluated at least once each  
45 year by his/her immediate supervisor. Additional evaluations will be done if the employee  
46 requests and/or if the immediate supervisor believes an additional evaluation is in order and/or if  
47 additional evaluation(s) during the probationary period is called for by the Civil Service Law or

1 Rules or the Education Law. Suggestions or directives for improving performance may be given  
2 by the evaluator. In evaluating members of the unit, the immediate supervisor may receive input  
3 from others who work directly with the unit employee.

4 B. Each employee who is evaluated will receive a copy of the completed evaluation  
5 within three (3) days of the completion of the evaluation and an evaluation conference will be  
6 conducted within five days of the completion of the evaluation unless another arrangement is  
7 made between the evaluator and the employee. The employee will be asked to sign the  
8 evaluation at the completion of the conference to indicate that the employee has seen the  
9 evaluation and discussed it with the evaluator. Such signature does not imply agreement by the  
10 employee with the contents of the evaluation. The employee is entitled to append any comments  
11 they think necessary to the evaluation within 30 calendar days of the meeting with the supervisor  
12 and such appendage will be placed in the employee's file along with the completed evaluation  
13 form. All evaluation documents and appendages will be dated and signed before placement in  
14 the file.

15 C. Evaluations will be completed and given to the employee no later than May 31 of  
16 each year.

17 D. The probationary period for all unit members except teaching assistants will be  
18 one (1) year. The probationary period for teaching assistants will be three (3) years in accordance  
19 with Education Law.

## 20 21 **30. RELEASE TIME**

22  
23 A. The Association President and/or her/his designee shall be granted up to seven (7)  
24 days absence during the work year for the purpose of conducting Association business, provided  
25 that the person so absent makes arrangements with and is granted permission by her/his  
26 immediate supervisor. The District agrees that such permission will not unreasonably be denied.

27 B. In addition to the above release time, the Association President shall be granted  
28 such release time as may be necessary to conduct Association business that cannot be conducted  
29 outside regular work hours, up to a maximum of two (2) hours per week, provided that the  
30 Association President makes arrangements with and is granted permission by her/his immediate  
31 supervisor. The District agrees that such permission will not unreasonably be denied.

32 C. Except in case of emergency, any unit member who uses release time under this  
33 Article will give his/her immediate supervisor at least twenty-four (24) hours notice before  
34 taking the time.

35 D. Members using release time under this Article shall conduct such business  
36 without loss of compensation, personal, or sick days.

## 37 38 **31. PROFESSIONAL ASSOCIATION CONFERENCE DAYS**

39 A. The District will establish a fund of \$4,000 annually for the purpose of members  
40 of the unit to attend conferences, seminars and workshops. The fund will be administered by the

District. Those who wish to attend such conferences shall apply to the Administration for approval. Administrative approved applications will be awarded in the order received and date stamped by the office of Assistant Superintendent for Human Resources. Conferences, workshops and seminars shall be confined to the State of New York.

B. The District may also allocate additional funds for the purpose of unit member attendance at conferences, seminars, and workshops which members of the unit are directed to attend by the Superintendent of Schools and/or the Assistant Superintendent for Human Resources.

C. No deductions shall be made from sick leave, personal days, or salary for those unit members who attend the programs described herein.

D. The District will use the short term leave form for the conference request form for submission to the Assistant Superintendent for Human Resources. At the end of each school semester the Assistant Superintendent for Human Resources will provide the President of the Association with a report on how much money remains in the Professional Association Conference account.

## **32. PROFESSIONAL COURSES/DISTRICT WORKSHOPS**

A. Professional Courses, BOCES Workshops. Unit members are eligible to take professional courses offered in the area which are directly related to the work performed by the employee in the District. The District will pay the tuition and/or registration charges for such courses under the following conditions:

1. The course must be directly related to the employee's work in the District.
2. The course or in-service program must be approved in advance by the Assistant Superintendent for Human Resources or the employee's supervisor.
3. The employee must satisfactorily complete the course and provide appropriate receipts, course completion certificates, etc. to the District prior to payment.
4. The District will not pay for courses that qualify for college credit or lead to a college degree.

B. District Sponsored Workshops (excluding BOCES workshops). Unit members will be eligible for in-service pay under the following circumstances:

1. The District sponsors the inservice course.
2. The employee receives prior approval to take the course from, or is required to take the course by, the Assistant Superintendent for Human Resources or the employee's supervisor.
3. The course is conducted at a time other than the employee's normal work hours.
4. The employee successfully completes the course as certified by the course instructor. Successful participants will receive an hourly rate for each hour of the course and will receive said monies upon completion of the course and filing appropriate paperwork.
5. The rate of pay for the District sponsored workshops shall be \$11.00 per hour.

1 **33. TEACHING ASSISTANT POSITION EMPLOYMENT CONDITIONS**

2  
3 A. Work Day - 6 hours and 45 minutes exclusive of 30 minutes for lunch.

4  
5 B. Work Year – 10 month, including superintendent conference days, where Teaching  
6 Assistants may be either required to attend the scheduled conference or required to perform  
7 other job related duties or required to attend a program designated for them by the District.  
8

9 C. Teaching Assistants will receive their current hourly rate of pay plus an additional  
10 \$30 for substituting for a certified teacher for 3.5 hours or more, or an additional \$15 for  
11 substituting for a certified teacher for 90 minutes or more but less than 3.5 hours.  
12  
13

14 **34. CHANGES IN TERMS AND CONDITIONS OF EMPLOYMENT**

15 None of the benefits being enjoyed by the employees on the effective date of this  
16 Agreement will be reduced, changed or taken away by action of the District unless (a) the  
17 District's action is authorized under the terms of this Agreement, (b) the circumstances following  
18 the District's action are consistent with the terms of this Agreement, or (c) the benefit is  
19 specifically identified and reduced, changed or taken away with common agreement of the  
20 parties. Benefits shall include scheduled work hours, wages and fringe benefits.  
21

22 **35. CONTRACT TERM**

23 The Agreement shall continue in full force and effect from July 1, 2011 through June 30,  
24 2015 and thereafter it shall be automatically renewed for successive periods of twelve months  
25 unless either party serves written notice, by February 1<sup>st</sup>, upon the other that it desires  
26 cancellation, modification or revision of the Agreement.  
27

28 **36. VALIDITY OF THE AGREEMENT**

29 If any provision of this Agreement or any application of the Agreement to any employee  
30 or group of employees shall be found contrary to law, then such provision or application shall  
31 not be deemed valid and subsisting except to the extent permitted by law, but all other provisions  
32 or applications shall continue in full force and effect.

33 **37. COPIES OF THE AGREEMENT**

34 Copies of this Agreement shall be printed at the expense of the Board and given to all  
35 unit members now or hereafter employed by the Board, within a reasonable time after its  
36 execution. Ten (10) copies will be given to the Association for its use.  
37  
38  
39

1 **38. COMPLETE AGREEMENT/MODIFICATION**

2  
3 A. This Agreement constitutes the entire and complete record of the binding  
4 commitments between the parties, and its terms may be added to, deleted from, modified or  
5 otherwise amended only by a written document meeting the provisions of section B of this  
6 Article.

7 B. From and after the date on which this Agreement has been signed, no other  
8 document (including any memorandum of understanding, memorandum of agreement, side letter  
9 or other such document) shall constitute a binding commitment between the parties unless it is  
10 (1) dated on or after the date this Agreement was signed and (2) signed by a duly authorized  
11 representative of each party.

12 C. This Agreement shall supersede any rule, regulation or practice of the District  
13 which is contrary to or inconsistent with the terms and conditions of employment stated in this  
14 Agreement.  
15  
16

17 **39. STATUTORY NOTICE**  
18

19 IT IS AGREED BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF  
20 THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS  
21 IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ANY  
22 ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE  
23 APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.  
24

25 **CHURCHVILLE-CHILI CENTRAL**  
26 **SCHOOL DISTRICT**  
27  
28

**CHURCHVILLE-CHILI**  
**PROFESSIONAL ASSOCIATION**

29 **BY:** \_\_\_\_\_  
30 **SUPERINTENDENT OF SCHOOLS**  
31

**BY:** \_\_\_\_\_  
**PRESIDENT OF ASSOCIATION**

32 **DATE:** \_\_\_\_\_  
33

**DATE:** \_\_\_\_\_



## Appendix B

Unit Member – an individual who pays CCPA union dues and holds a position in the bargaining unit.

Full-time – a unit member who works thirty-two and one-half (32.5) or more hours per week on a regular basis.

Part-time – a unit member who works 20 or more hours, but less than thirty-two and one-half (32.5) hours per week on a regular basis.

Classified – all offices and positions in the civil service, exclusive of the military service, not included in the unclassified service and divided into four jurisdictional classes: competitive, non-competitive, labor and exempt.

Competitive Class – a position which the governing Civil Service body or officer has designated as competitive. The merit and fitness of applicants is determined by examinations which rank applicants against each other. All jobs in the classified service are competitive unless designated or approved otherwise by the State Civil Service Commission.

Non-Competitive Class – a position which the governing Civil Service body or officer has designated as non-competitive upon determining that a competitive examination is impracticable for filling the job. Applicants must still meet the minimum qualifications for the position.

Labor Class – the jurisdictional class comprised of positions for which there are no minimum qualifications established.

Eligible List – a list from which candidates for a competitive class position, ranked in order of their respective final examination ratings, may be appointed.

Preferred List – an eligible list established as a result of a reduction in force, or where otherwise provided by law, which consists of the names of displaced employees ranked by seniority.

Probationary term – the initial period of employment wherein the employer can evaluate the individual's performance, prior to deciding whether to make the individual a permanent employee. During the probationary period the employee may be dismissed for any reason at any time at the sole discretion of the District.

Provisional Appointment – a non-permanent appointment to a competitive class position, which may be made when there is no appropriate or mandatory eligible list.

Overtime – time worked in excess of 40 hours per week, as set forth in Article 10.

Overtime Pay – wages paid at the rate of one-and-one-half (1 ½) times the regular rate of compensation, as set forth in Article 10.



## Appendix B (Cont.)

Comp Time (Compensatory Time) – compensatory time off, as provided in Article 10.

Memorandum of Agreement (MOA) – an agreement arrived at by the CCPA and the District outside the normal contractual bargaining. To be effective, any such agreement must be reduced to writing and signed by both parties.

### Work Year

10 month unit member – official academic school year

11 month unit member – official academic school year plus 20 additional days of work when school is not in session.

12 month unit member – continuous work year except for approved forms of leave pursuant to this contract.

Family Medical Leave Act – a federal law which allows an employee to take up to 12 weeks unpaid leave of absence from work due to family illness, birth of a child, or childcare.

Employee Retirement System (ERS) – New York State and Local Employees’ Retirement System – includes all support staff with the exception of Teaching Assistants.

Section 41-j (ERS) – Coverage that provides additional service credit upon retirement for unused and unpaid sick leave. May not be used to meet qualifications for an improved benefit.

Teachers’ Retirement System (TRS) – New York State Teachers’ Retirement System –includes all 10 –month Teaching Assistants.

Civil Service- seniority time accrued in specific civil service title.

Longevity – service time accrued beginning first day of employment pending Board of Education approval. Accrual does not included interrupted service.

Section 75 – Civil Service Law that entitles protection for Teaching Assistants for purposes of termination or discipline.